

AN ORDINANCE approving the awarding of Reference #5036 by the City of Fort Wayne, Indiana, by and through its Department of Purchasing and SENSUS TECHNOLOGIES, INC.; SCHLUMBERGER INDUSTRIES; AND BADGER METER for the Water Maintenance & Service Department.

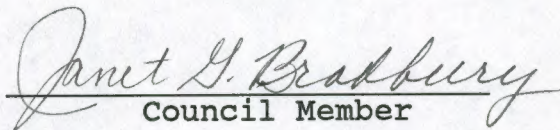
NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA;

SECTION 1. That Reference #5036 between the City of Fort Wayne, by and through its Department of Purchasing and SENSUS TECHNOLOGIES, INC.; SCHLUMBERGER INDUSTRIES; AND BADGER METER for the Water Maintenance & Service Department, respectfully for:

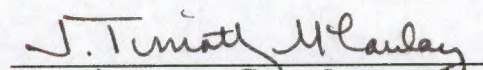
the purchase of water meters for 1992 for the Water Maintenance & Service Department;

involving a total cost of Four Hundred Thousand Five Hundred Eighty and 70/100+/- Dollars (\$400,580.70+/-) - (SENSUS - \$83,106.70+/-; SCHLUMBERGER - \$39,860.00+/-; BADGER - \$277,614.00+/-), all as more particularly set forth in said Reference #5036 which is on file in the Office of the Department of Purchasing, and is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.


Council Member

APPROVED AS TO FORM
AND LEGALITY


J. Timothy McCauley, City Attorney

REFERENCE NO.:	5036
DEPARTMENT:	WATER MAINTENANCE
DATE:	01/14/92
ITEM/SERVICE:	WATER METERS
ADVERTISED BID:	YES
DATES ADVERTISED:	11/12/91 & 11/19/91
DATE OPENED:	12/02/91
WRITTEN QUOTE:	
DATE DUE:	
VERBAL QUOTE:	
SINGLE SOURCE:	
NO. OF VENDORS NOTIFIED:	7
NO. OF VENDORS RECEIVING BID:	6
NO. OF VENDORS RETURNING BID:	3
NO. OF VENDORS DISQUALIFIED:	0
NO. OF VENDORS NOT RESPONDING:	3
DATE SENT TO DEPT FOR RECOMM:	12/02/91
DATE RECOMM RECEIVED BACK:	12/19/91
DATE SENT TO LAW DEPARTMENT:	12/20/91
INTRODUCTION DATE:	1/14/92
DISCUSSION DATE:	1/21/92
PASSAGE DATE:	1/28/92

REFERENCE NO. 5036
WATER METERS
12/2/91

ITEM/DESCRIPTION	QTY	SENSUS TECH		SCHLUMBERGER IND		BADGER METER		KENT MTRS
METERS W/REMOTE								
5/8"	1500	\$45.94	\$68,910.00	\$39.00	\$58,500.00	\$36.77	\$55,155.00	NO BID
5/8" X 3/4"	4200	\$45.94	\$192,948.00	\$39.00	\$163,800.00	\$36.77	\$154,434.00	
3/4"	50	\$64.32	\$3,216.00	\$50.00	\$2,500.00	\$55.55	\$2,777.50	
1"	40	\$86.53	\$3,461.20	\$77.00	\$3,080.00	\$82.95	\$3,318.00	
1 1/2" TURBO	20	\$422.62	\$8,452.40	\$312.00	\$6,240.00	N/B	\$0.00	
2" COMPOUND	5	\$914.66	\$4,573.30	N/B	\$0.00	\$910.00	\$4,550.00	
2" TURBO	5	\$388.93	\$1,944.65	\$323.00	\$1,615.00	\$288.00	\$1,440.00	
METERS REGULAR								
3/4"	20	\$52.73	\$1,054.60	\$43.00	\$860.00	\$42.75	\$855.00	
1"	60	\$74.93	\$4,495.80	\$54.00	\$3,840.00	\$66.00	\$3,960.00	
METERS LARGE								
1 1/2" TURBO	50	\$284.07	\$14,203.50	\$290.00	\$14,500.00	N/B	\$0.00	
2" TURBO	50	\$336.60	\$16,830.00	\$300.00	\$15,000.00	\$273.00	\$13,650.00	
2" COMPOUND	80	\$861.29	\$68,903.20	N/B	\$0.00	\$901.00	\$72,080.00	
3" TURBO	15	\$487.50	\$7,312.50	\$435.00	\$6,525.00	\$373.00	\$5,595.00	
3" COMPOUND	15	\$975.00	\$14,625.00	N/B	\$0.00	\$942.00	\$14,130.00	
3" FIRE	10	\$490.50	\$4,905.00	\$460.00	\$4,600.00	\$415.00	\$4,150.00	
4" TURBO	5	\$933.00	\$4,665.00	\$840.00	\$4,200.00	\$542.00	\$2,710.00	
4" COMPOUND	5	\$1,685.25	\$8,426.25	N/B	\$0.00	\$1,635.00	\$8,175.00	
4" FIRE LINE	1	\$4,308.48	\$4,308.48	\$3,400.00	\$3,400.00	N/B	\$0.00	
6" TURBO W/STRAINER	6	\$2,108.00	\$12,648.00	\$2,170.00	\$13,020.00	\$1,680.00	\$10,080.00	
5" TURBO	2	\$1,827.00	\$3,654.00	\$1,700.00	\$3,400.00	\$1,345.00	\$2,690.00	
6" FIRE LINE	4	\$5,924.16	\$23,696.64	\$5,200.00	\$20,800.00	N/B	\$0.00	
TOTAL			\$473,233.52		\$325,880.00		\$359,749.50	

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FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-2-91 @ 11:00 AM BID REFERENCE # 5036

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WATER METERS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: NET 30 DAYS % IF PAID WITHIN _____ DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME SENSUS TECHNOLOGIES, INC.

STREET ADDRESS BAILEY AND GALLATIN AVENUES

CITY UNIONTOWN PHONE # (412) 430-4050

BY *Dan W. Harness* DAN W. HARNESS
REPRESENTATIVE SIGNATURE



Bailey & Gallatin Avenues
P.O. Box 487
Uniontown, PA 15401
(412) 439-7700

November 27, 1991

City of Fort Wayne
Department of Purchasing
Room 350
City-County Building
Fort Wayne, IN 46802

Subject: Sealed Bid No. 5036
Annual Requirements for Water Meters
To Be Opened December 2, 1991 at 11:00 a.m.

Gentlemen:

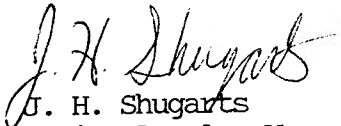
In accordance with your recent advertisement for the purchase of water meters, enclosed please find your proposal forms duly executed with our prices indicated thereon. We have not included the Affirmative Action pages since we previously submitted them in May of this year.

Our Bid Bond in the amount of \$30,000.00 is enclosed.

Descriptive literature, maintenance plans and our guarantees have been enclosed for your review.

Thank you for the opportunity to submit our bid.

Yours truly,


J. H. Shugarts
Regional Sales Manager
Northern Marketing Region

JHS:dkz

Enclosures

cc: D. Vermillion

PROPOSAL OR
BID BOND

Insurance Company of North America
a CIGNA company

CIGNA

KNOW ALL MEN BY THESE PRESENTS, THAT WE Sensus Technologies, Inc.
Bailey & Gallatin Avenues
Uniontown, PA 15401

as principal, and the INSURANCE COMPANY OF NORTH AMERICA, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal place of business at Philadelphia, Pa., as surety, are held and firmly bound unto City of Fort Wayne, IN
Room 350
Fort Wayne, IN 46802

as obligee, in the penal sum of Thirty Thousand and No/100 (\$30,000.00)
DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 26th day of November A. D. 19 91

WHEREAS, the said principal is herewith submitting proposal for Furnishing/Delivery of Water Meters

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the aforesaid principal shall be awarded the contract, the said principal will within the period specified therefor, or, if no period be specified, within ten (10) days after the notice of such award enter into a contract and give bond for the faithful performance of the contract, then this obligation shall be null and void, otherwise the principal and the surety will pay unto the obligee the difference in money between the amount of the bid of the said principal and the amount for which the obligee may legally contract with another party to perform the work if the latter amount be in excess of the former; in no event shall the liability hereunder exceed the penal sum hereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any suits at law or proceedings in equity brought or to be brought against the Surety to recover any claim hereunder must be instituted and service had upon the Surety within ninety (90) days after the acceptance of said bid of the Principal by the Obligee.

SENSUS TECHNOLOGIES, INC.

F. G. Nunnally

F.G. NUNNALLY, ASSISTANT SECRETARY

INSURANCE COMPANY OF NORTH AMERICA

By *Patricia A. Hopgood*
Patricia A. Hopgood, Attorney-In-Fact

**POWER OF
ATTORNEY**

Insurance Company of North America
a CIGNA company



309952

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, which was adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or an Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **LORRAINE LINEHAN, RITA A. McANDREW, JOANNE G. MALONE, TIMOTHY H. FRENCH, PATRICIA A. HOPGOOD, and GERARD F. SHRUHAN**, all of the City of Boston, State of Massachusetts-----

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **FIVE MILLION--** DOLLARS (\$ 5,000,000.) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said R. E. Giveans, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 15th day of October 19 90



INSURANCE COMPANY OF NORTH AMERICA

by

R. E. Giveans

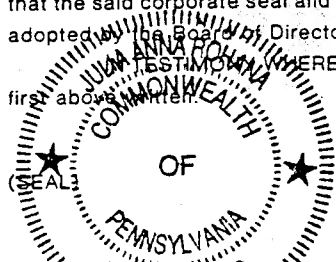
R. E. GIVEANS, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 15th day of October, A.D. 19 90, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came R. E. Giveans, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
JULIA ANNA ROHANA, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Aug. 20, 1994

Julia Anna Rohana
Notary Public

I, the undersigned Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this 26th day of November 19 91



James S. Wyllie

Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER April 19, 1993

ACCEPTABLE BRANDS: BADGER, SENSUS, NEPTUNE OR AN APPROVED EQUAL.

WATER METERS - W/REMOTE

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
5/8"	1500	SENSUS	SR	45.94	/	68,910.00
5/8" X 3/4"	4200	SENSUS	SR	45.94	/	192,948.00
3/4"	50	SENSUS	SR	64.32	/	3,216.00
1"	40	SENSUS	SR	86.53	/	3,461.20
1 1/2" TURBO (W/13" LAY IN SIZE)	20	SENSUS	W-120	422.62	/	8,452.40
2" COMPOUND	5	SENSUS	SRH	914.66	/	4,573.30
2" TURBO	5	SENSUS	W-160	388.93	/	1,944.65

METERS - REGULAR

3/4"	20	SENSUS	SR	52.73	/	1,054.60
1"	60	SENSUS	SR	74.93	/	4,495.80

METERS - LARGE

1 1/2" TURBO (W/13" LAY IN SIZE)	50	SENSUS	W-120	284.07	/	14,203.50
2" TURBO	50	SENSUS	W-160	336.60	/	16,830.00
2" COMPOUND	80	SENSUS	SRH	861.29	/	68,903.20
3" TURBO	15	SENSUS	W-250	487.50	/	7,312.50
3" COMPOUND	15	SENSUS	SRH	975.00	/	14,625.00
3" FIRE HYDRANT	10	SENSUS	W-125	490.50	/	4,905.00
4" TURBO	5	SENSUS	W-1000	933.00	/	4,665.00
4" COMPOUND	5	SENSUS	SRH	1685.25	/	8,426.25
4" FIRE LINE	1	SENSUS	UL FIRELINE	4308.48	/	4,308.48
6" TURBO W/STRAINER	6	SENSUS	W-2000	2108.00	/	12,648.00
6" TURBO	2	SENSUS	W-2000	1827.00	/	3,654.00
6" FIRE LINE	4	SENSUS	UL FIRELINE	5924.16	/	23,696.64

TOTAL: \$473,233.52

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.3)
(Please type or print)

Date: November 27, 1991
 1. Governmental Unit: CITY OF FORT WAYNE, IN
 2. County: ALLEN
 3. Bidder (Firm): Sensus Technologies, Inc.
 Address: P.O. Box 487
 City/State: Uniontown, PA 15401
 4. Telephone Number: (412) 430-4050
 5. Agent of Bidder (if applicable): Dan W. Harness-President

Pursuant to notices given, the undersigned offers bid(s) to FORT WAYNE (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Dan W. Harness
 Signature of Bidder or Agent
 DAN W. HARNESS - PRESIDENT

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

PENNSYLVANIA

NON-COLLUSION AFFIDAVIT

STATE OF XXXXX
Fayette) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SENSUS TECHNOLOGIES, INC.
 Bidder (Firm)

Dan W. Harness
 Signature of Bidder or Agent

Subscribed and sworn to before me this 1-30-95 day of
 My Commission Expires:
 County of Residence: FAYETTE

Donna K. Zosky
 Notary Public

DONNA K. ZOSKY
 Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date:

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-2-91 @ 11:00 AM BID REFERENCE # 5036

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WATER METERS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: 0 % IF PAID WITHIN NET 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME SCHLUMBERGER INDUSTRIES

STREET ADDRESS 4251 PLYMOUTH RD. SUITE 2200

CITY ANN ARBOR, MI 48106 PHONE # (313) 995-6770

BY *Glen Michel*

REPRESENTATIVE SIGNATURE

GLEN MICHEL
REGIONAL SALES MANAGER

51-020 4865

ACCEPTABLE BRANDS: BADGER, SENSUS, NEPTUNE OR AN APPROVED EQUAL.

WATER METERS - W/REMOTE

SIZE	QTY +/-	BRAND NAME	BRAND NO.	UNIT COST	/	TOTAL
5/8"	1500	TRIDENT	T-10 L/C WITH REMOTE	39.00	/	58,500.00
5/8" X 3/4"	4200	TRIDENT	T-10 L/C WITH REMOTE	39.00	/	163,800.00
3/4"	50	TRIDENT	T-10 L/C WITH REMOTE	50.00	/	2,800.00
1"	40	TRIDENT	T-10 L/C WITH REMOTE	77.00	/	3,080.00
1 1/2" TURBO (W/13" LAY IN SIZE)	20	TRIDENT TURBINE	HP L/C	312.00	/	6,240.00
2" COMPOUND	5			NO BID	/	NO BID
2" TURBO	5	TRIDENT TURBINE	HP L/C	323.00	/	1,615.00

METERS - REGULAR

3/4"	20	TRIDENT	T-10 STANDARD L/C	43.00	/	860.00
1"	60	TRIDENT	T-10 STANDARD L/C	64.00	/	3,840.00

METERS - LARGE

1 1/2" TURBO (W/13" LAY IN SIZE)	50	TRIDENT	TURBINE L/C	290.00	/	14,500.00
2" TURBO	50	TRIDENT	TURBINE L/C	300.00	/	15,000.00
2" COMPOUND	80			NO BID	/	NO BID
3" TURBO	15	TRIDENT	TURBINE L/C	435.00	/	6,525.00
3" COMPOUND	15			NO BID	/	NO BID
3" FIRE HYDRANT	10	TRIDENT	FIRE HYDRANT	460.00	/	4,600.00
4" TURBO	5	TRIDENT	TURBINE L/C	840.00	/	4,200.00
4" COMPOUND	5			NO BID	/	NO BID
4" FIRE LINE	1	PROTECTUS III		3,400.00	/	3,400.00
6" TURBO W/STRAINER	6	TRIDENT TURBINE WITH BRONZE STRAINER		2,170.00	/	13,020.00
6" TURBO	2	TRIDENT	TURBINE L/C	1,700.00	/	3,400.00
6" FIRE LINE	4	PROTECTUS III		5,200.00	/	20,800.00

TOTAL: \$ 326,180.00

** L/C= LESS CONNECTIONS

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

11-26-91

1. Governmental Unit: CITY OF FORT WAYNE, IN
 2. County: ALLEN
 3. Bidder (Firm): SCHLUMBERGER IND.
 Address: 4251 PLYMOUTH RD. SUITE 2200
 City/State: ANN ARBOR, MI 48106
 4. Telephone Number: (313) 995-6770
 5. Agent of Bidder (if applicable): N/A

Pursuant to notices given, the undersigned offers bid(s) to FORT WAYNE INDIANA (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

Glen Michel
 Signature of Bidder or Agent

GLEN MICHEL

REGIONAL SALES MANAGER

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA)
ALLEN) SS:
 COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

SCHLUMBERGER INDUSTRIES
 Bidder (Firm)

Glen Michel
 Signature of Bidder or Agent

Subscribed and sworn to before me this 26th day of November, 1991.

My Commission Expires: 5/29/94

County of Residence: Washtenaw

Rebecca L. Anderson
 Notary Public

REBECCA L. ANDERSON
 NOTARY PUBLIC - WASHTENAW COUNTY, MICH.
 MY COMMISSION EXPIRES 05-29-94

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unobligated appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Members:

Date: _____

CERTIFICATE OF SECRETARY

I, FRED POSA, DO HEREBY CERTIFY that I am an Assistant Secretary of THE WATER DIVISION OF SCHLUMBERGER INDUSTRIES, INC., a Delaware Corporation, and that set forth below is a true and correct copy of a resolution of the Board of Directors, adopted by unanimous written Consent as of the 27th day of July, 1990, and that the same has not been modified or revoked and is on the date hereof in full force and effect:

RESOLVED that the President, the Vice Presidents, and the following Sales personnel of the Corporation:

Paul T. Beverly
William J. Hughes
Glen Michel
Kenneth K. Orcutt, Jr.
J. Russell Reidy
Tom Worth

be, and they hereby are, and each of them hereby is, authorized for and on behalf of the Corporation to execute and submit bids for the sale of its products and, in conjunction therewith, to execute related bid and performance bond applications and other documents incidental to the submission of such bids.

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said Corporation this 27th day of July, 1990.



Fred Posa
Assistant Secretary

November 27, 1991

Phillip Brent Myers
Director of Purchasing
City of Fort Wayne Indiana
Room 350 City-County Building
Fort Wayne, IN 46802

Dear Mr. Myers;

Attached please find our Bid complete with the 5% Bid Bond required. Included with our proposal is a Neptune product catalog illustrating our meters as well as a detailed description of our warranty policy. We also offer a trade-in allowance for complete bronze-only meters.

The Trade-in allowance is as follows:

5/8"	T-10	\$2.00
3/4"	T-10	\$3.50
1"	T-10	\$5.00
1 1/2"	T-10	\$7.00
2"	T-10	\$10.00

LARGE METERS

1 1/2"	Turbo	\$15.00
2"	Turbo	\$20.00
3"	Turbo	\$30.00
4"	Turbo	\$40.00
6"	Turbo	\$60.00

Schlumberger Industries - Water Division sincerely appreciates the opportunity to bid on the meter requirements for the City of Fort Wayne and looks forward to supplying your needs.

Please contact me if I can be of further assistance.

Respectfully,



Glen Michel
Regional Sales Manager

GM/lm
Enclosures

CERTIFICATE OF LIMITED WARRANTY

TRIDENT 10 WATER METER

1. **Terms of warranty.** With respect to its Trident 10 Water Meters, Neptune Water Meter Company ("Neptune") warrants the following:

(a) The Trident 10 Water Meter will be, at the later of (i) the date of original purchase from Neptune Water Meter Company or (ii) the date of original purchase from a Neptune-authorized distributor of Trident 10 Water Meters (that later date is referred to in this Certificate of Limited Warranty as "the Date of Purchase"), and will remain for a period of 1 year from the Date of Purchase, free from manufacturing defects in workmanship and material.

(b) The sealed register of the Trident 10 Water Meter will be at the Date of Purchase, and will remain for a period of 10 years from the Date of Purchase free from manufacturing defects in workmanship and material.

(c) The Trident 10 Water Meter does, at the time of Manufacturer and will, on the Date of Purchase, perform to American Water Works Association ("AWWA") accuracy standards for new water meters.

(d) The Trident 10 Water Meter will perform commencing upon the Date of Purchase, for the following periods to AWWA accuracy standards for repaired water meters:

Size of Meter	Period of Warranty
5/8	10 years or registration of 1 000 000 gallons of water whichever event occurs first
3/4	10 years or registration of 1 500 000 gallons of water, whichever event occurs first
1	10 years or registration of 2 000 000 gallons of water whichever event occurs first

2. **Warranties made only to persons purchasing from Neptune or its authorized distributor.** The warranties set forth in this Certificate of Limited Warranty are made by Neptune only to those persons and entities that purchase Trident 10 Water Meters directly from Neptune or authorized distributors of Neptune water meters. Any Trident 10 Water Meter

obtained in any manner from any person or entity other than by purchase from Neptune or an authorized distributor of Neptune water meters shall not be covered by the warranties set forth in this Certificate of Limited Warranty. Neptune makes no warranties, guarantees, or representations with respect to any Trident 10 Water Meter so obtained. The names and addresses of the authorized distributors of Neptune water meters can be obtained by writing to Neptune's Manager of Consumer Relations, whose address is set forth below.

3. **Warranties are exclusive. THE WARRANTIES SET FORTH IN THIS CERTIFICATE OF LIMITED WARRANTY ARE IN LIEU OF ANY OTHER WARRANTY, GUARANTEE OR REPRESENTATION, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** No warranties are made through or by any means of communication other than this Certificate of Limited Warranty. No employee, agent, or other representative of Neptune or an authorized distributor of Neptune products is authorized to make any warranty, guarantee or representation respecting Trident 10 Water Meters.

4. **Damages limited to costs of replacement and repair.** If the Trident 10 Water Meter fails to meet the warranties set forth in Paragraph 1 of this Certificate of Limited Warranty, Neptune, at its option, shall, without charge for labor or materials, repair or replace the Trident 10 Water Meter or part thereof, provided that (a) the Trident 10 Water Meter is delivered to a Neptune service center, (b) the Trident 10 Water Meter is accompanied by a Material Return Authorization, and (c) all costs of delivery to and from the service center are assumed by the purchaser of the Trident 10 Water Meter. The address of the nearest Neptune service center may be obtained by writing to the Manager of Consumer Relations whose address is set forth below. Neptune's liability is limited to its costs of replacement and repair of the defective Trident 10 Water Meter or part or parts thereof. Incidental and consequential damages, including, but not limited to, damages from delay or loss of use of the Trident 10 Water Meter or damages

resulting from miscalculation of water usage are not recoverable from Neptune. Some states do not permit the exclusion or limitation of incidental or consequential damages; therefore, this exclusion may not be applicable to all purchasers of Trident 10 Water Meters.

5. **Warranties are inapplicable under certain conditions.** The warranties set forth in this Certificate of Limited Warranty do not apply to any Trident 10 Water Meter that has been damaged by, or subjected to, conditions which, in the opinion of Neptune, have affected the Trident 10 Water Meter's reliability or performance, including, but not limited to: misuse, improper handling, application or installation, excessive operating conditions, foreign materials in the water, aggressive water conditions, tampering or unauthorized repairs or modifications, accidental or intentional damage, and acts of God. In order to determine its liability, if any, under this Certificate of Limited Warranty, Neptune shall have the right to inspect any Trident 10 Water Meter or part thereof that is claimed to be defective in Neptune's service center or other location designated by Neptune.

6. **Construction of terms of warranty.** The terms of this Certificate of Limited Warranty shall be construed in accordance with the laws of Alabama. The descriptive headings to this Certificate of Limited Warranty are for convenience of reference only and shall not be deemed to alter or affect the meaning of any of its provisions.

7. **Purchasers' rights vary from state to state.** This Certificate of Limited Warranty provides qualified purchasers of Trident 10 Water Meters with specific legal rights; however, those purchasers may have other rights which vary from state to state.

8. **Address for assistance.** If there are any questions concerning this Certificate of Limited Warranty or the use or performance of the Trident 10 Water Meter, please write to:

Manager of Consumer Relations
Neptune Water Meter Company
Route 229 South
Tallahassee, Alabama 36078

Date: December 1985 5M

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Schlumberger Industries, Inc.
Water Division
4251 Plymouth Rd., Suite 2200, Ann Arbor, MI 48106

as Principal, hereinafter called the Principal, and Insurance Company of North America, 1600 Arch Street, Philadelphia, Pennsylvania a corporation duly organized under the laws of the State of Pennsylvania as Surety, hereinafter called the Surety, are held and firmly bound unto

as Obligee, hereinafter called the Obligee, in the sum of five percent of amount bid-----

-----Dollars (\$-----5%-----),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for supply only of water meters

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 26th day of November 19 91

Laura Mayes
(Witness)

Schlumberger Industries, Inc.

Mr. Michael
(Principal) (Seal)
(Title)

REGIONAL SALES MANAGER

INSURANCE COMPANY OF NORTH AMERICA

Eurima Kessan
(Witness)

Sandra J. Mathis
(Surety) (Seal)
(Title)

Sandra J. Mathis, Attorney-in-Fact

**POWER OF
ATTORNEY**

Insurance Company of North America
a CIGNA company



362797

Know all men by these presents: That **INSURANCE COMPANY OF NORTH AMERICA**, a corporation of the Commonwealth of Pennsylvania, having its principal office in the City of Philadelphia, Pennsylvania, pursuant to the following Resolution, adopted by the Board of Directors of the said Company on December 5, 1983, to wit:

"RESOLVED, That pursuant to Articles 3.18 and 5.1 of the By-Laws, the following Rules shall govern the execution for the Company of bonds, undertakings, recognizances, contracts and other writings in the nature thereof:

- (1) That the President, any Senior Vice President, any Vice President, any Assistant Vice President, or any Attorney-in-Fact, may execute for and on behalf of the Company any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof, the same to be attested when necessary by the Corporate Secretary, or any Assistant Corporate Secretary, and the seal of the Company affixed thereto; and that the President, any Senior Vice President, any Vice President or any Assistant Vice President may appoint and authorize any other Officer (elected or appointed) of the Company, and Attorneys-in-Fact to so execute or attest to the execution of all such writings on behalf of the Company and to affix the seal of the Company thereto.
- (2) Any such writing executed in accordance with these Rules shall be as binding upon the Company in any case as though signed by the President and attested to by the Corporate Secretary.
- (3) The signature of the President, or a Senior Vice President, or a Vice President, or any Assistant Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to this Resolution, and the signature of a certifying Officer and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company.
- (4) Such other Officers of the Company, and Attorneys-in-Fact shall have authority to certify or verify copies of this Resolution, the By-Laws of the Company, and any affidavit or record of the Company necessary to the discharge of their duties.
- (5) The passage of this Resolution does not revoke any earlier authority granted by Resolutions of the Board of Directors adopted on June 9, 1953, May 28, 1975 and March 23, 1977."

does hereby nominate, constitute and appoint **C. A. DRIVER, DOLORES D. WATKINS, EDWARD L. MITCHELL, JEANNIE GLOMMEN, SANDRA J. MATHIS, and MICHAEL J. ROBINSON**, all of the City of Atlanta, State of Georgia-----

Not valid for mortgage, note, loan, letter of credit, bank deposit,
currency rate, interest rate or residual value guarantees.

-----, each individually if there be more than one named, its true and lawful attorney-in-fact, to make, execute, seal and deliver on its behalf, and as its act and deed any and all bonds, undertakings, recognizances, contracts and other writings in the nature thereof in penalties not exceeding **TWENTY FIVE MILLION-**

DOLLARS (\$ 25,000,000) each, and the execution of such writings in pursuance of these presents, shall be as binding upon said Company, as fully and amply as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office.

IN WITNESS WHEREOF, the said R. E. Giveans, Vice-President, has hereunto subscribed his name and affixed the corporate seal of the said **INSURANCE COMPANY OF NORTH AMERICA** this 19th
day of September 1991



INSURANCE COMPANY OF NORTH AMERICA

Robert E. Giveans

R. E. GIVEANS, Vice President

COMMONWEALTH OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

ss.

On this 19th day of September, A.D. 1991, before me, a Notary Public of the Commonwealth of Pennsylvania in and for the County of Philadelphia came R. E. Giveans, Vice-President of the **INSURANCE COMPANY OF NORTH AMERICA** to me personally known to be the individual and officer who executed the preceding instrument, and he acknowledged that he executed the same, and that the seal affixed to the preceding instrument is the corporate seal of said Company; that the said corporate seal and his signature were duly affixed by the authority and direction of the said corporation, and that Resolution, adopted by the Board of Directors of said Company, referred to in the preceding instrument, is now in force.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Philadelphia the day and year first above written.



NOTARIAL SEAL
JULIA ANNA ROHANA, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Aug 20, 1994

Julia Anna Rohana

Notary Public

I, the undersigned, Secretary of **INSURANCE COMPANY OF NORTH AMERICA**, do hereby certify that the original POWER OF ATTORNEY, of which the foregoing is a full, true and correct copy, is in full force and effect.

In witness whereof, I have hereunto subscribed my name as Secretary, and affixed the corporate seal of the Corporation, this
26th day of November 1991



Darryl F. Taylor

Darryl F. Taylor

Secretary

THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER September 19, 1993

FRONT PAGE/INVITATION TO BID
DEPARTMENT OF PURCHASING
CITY OF FORT WAYNE, ALLEN COUNTY, INDIANA
ONE MAIN STREET - ROOM 350
PHONE 219-427-1101

BID OPENING DATE 12-2-91 @ 11:00 AM BID REFERENCE # 5036

SEALED BIDS SHOULD BE DELIVERED TO DEPARTMENT OF PURCHASING, ROOM 350, CITY-COUNTY BUILDING UP TO 11:00 A.M. ON OR BEFORE OPENING DATE.

SEALED BIDS WILL BE OPENED PUBLICLY AT 11:01 A.M. IN THE BOARD OF WORKS & SAFETY CONFERENCE ROOM ON THE THIRD FLOOR OF THE CITY-COUNTY BUILDING. "NO LATE BIDS WILL BE ACCEPTED AFTER 11:00 A.M. FOR ANY REASON WHATSOEVER".

THIS INVITATION FOR BID IS FOR WATER METERS PER SPECIFICATIONS

AND REQUESTED BY WATER MAINTENANCE & SERVICE

THIS BID REQUIRES A XXX 5% BID BOND, CERTIFIED OR CASHIER'S CHECK OF ALL BIDDERS.

THIS BID REQUIRES A _____ 100% PERFORMANCE BOND OF SUCCESSFUL BIDDER(S).

PROMPT PAYMENT DISCOUNTS WILL BE ALLOWED AS FOLLOWS: N/A %
IF PAID WITHIN Net 30 DAYS.

THIS INVITATION IS ISSUED TO ESTABLISH A CONTRACT TO SUPPLY THE CITY OF FORT WAYNE WITH A COMMODITY OR SERVICE IN ACCORDANCE WITH ACCOMPANYING SPECIFICATIONS.

THE EXECUTION HEREOF BY THE BIDDER IS ACCEPTANCE OF ALL TERMS AND CONDITIONS HEREIN AND IN THAT REGARD THE BIDDER AGREES TO BE BOUND BY SAME AND BE BOUND TO THE AMOUNT OF HIS/HER BID FOR A PERIOD OF NINETY (90) DAYS.

FIRM NAME BADGER METER, INC.

STREET ADDRESS 4545 W. Brown Deer Rd.

CITY Milwaukee, WI 53223 PHONE # 414-355-0400

BY John W. Smilanich

REPRESENTATIVE SIGNATURE

John W. Smilanich, Asst. Vice President-Sales

Badger Meter, Inc. Utility Division

4545 W. Brown Deer Road, P.O. Box 23099
Milwaukee, WI 53223-0099 (414) 355-0400



City of Fort Wayne
Department of Purchasing
City-County Building, Room 350
One Main Street
Fort Wayne, IN 46802

November 26, 1991

Subject: Sealed Bid for Water Meters - No. 5036
Due - December 2, 1991 - 11:00 A.M.

Gentlemen:

This letter is attached to and becomes a part of our bid to furnish water meters.

We are bidding per the attached bulletins which illustrate and describe the meters we propose to furnish.

Terms are net, 30 days. Delivery of the meters can be made as required by the customer.

Prices quoted in this bid, if awarded to Badger, will remain firm for one year if acceptance is made within ninety days.

In the event you have any questions concerning this bid, we suggest you contact our Northern Regional Office located at the above address.

Telephone - 414 - 355-0400
Fax - 414 - 355-3653

Badger appreciates this opportunity to meet your metering needs.

Sincerely,

BADGER METER, INC.

A handwritten signature in cursive script that reads "John W. Smilanich".

John W. Smilanich
Assistant Vice President-Sales

jm

Enclosures

CNA INSURANCE COMPANIES

BID BOND

KNOW ALL MEN BY THESE PRESENTS: That we, BADGER METER, INC., a corporation organized and existing under the laws of the State of Wisconsin of Milwaukee, Wisconsin as-----, Principal, and NATIONAL FIRE INS. CO. OF HARTFORD Surety, are held and firmly bound unto the City of Fort Wayne, Indiana as-----, Obligee, in the sum of five percent-----

----- Dollars (\$ ---5%-----)
for the payment of which we bind ourselves, our legal representatives, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has submitted or is about to submit a proposal to Obligee on a contract for furnishing water meters.

NOW, THEREFORE, if the said contract be awarded to Principal and Principal shall, within such time as may be specified, enter into the contract in writing and give such bond or bonds as may be specified in the bidding or contract documents with surety acceptable to Obligee; or if Principal shall fail to do so, pay to Obligee the damages which Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be void; otherwise to remain in full force and effect.

Signed, sealed and dated

November 26, 1991

BADGER METER, INC.

(Principal)

by John W. Smilanich (Seal)
John W. Smilanich, Asst. Vice President-
NATIONAL FIRE INS. CO. OF HARTFORD Sales

(Surety)

by Jeanne A. McBride
Jeanne A. McBride, Attorney-in-Fact

G-23054-C



For All the Commitments You Make®

**National Fire Insurance Company
of Hartford**



For All the Commitments You Make

Office/Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents. That the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, a corporation duly organized and existing under the laws of the State of Connecticut, and having its general administrative office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Rosemary Ulicki, R. Robert Howard, Alan McCormick,

Jeanne A. McBride, Rebecca L. Rush, Joan C. Ross, Individually

of Milwaukee, Wisconsin

its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts for any and all Bid, Performance and/or

Payment Bonds on behalf of Badger Meter, Inc., Milwaukee, Wisconsin.

and to bind the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of NATIONAL FIRE INSURANCE COMPANY OF HARTFORD and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on February 21, 1955 by the Board of Directors of the Company.

RESOLVED: That the President, an Executive Vice President or any Vice President of the Corporation may, from time to time, appoint, by written certificates, Attorneys-in-Fact to act in behalf of the Corporation in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such Attorneys-in-Fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Corporation by their signature and execution of any such instrument and to attach the seal of the Corporation thereto. The President, an Executive Vice President, any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any Attorney-in-Fact.

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 14th day of May, 1964.

RESOLVED: That the signature of the President, an Executive Vice President or a Vice President and the seal of the Corporation may be affixed by facsimile on any power of attorney granted pursuant to the Resolution adopted by this Board of Directors on February 21, 1955 and the signature of a Secretary or an Assistant Secretary and the seal of the Corporation may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Corporation. Any such power so executed and sealed and certified by certificate so executed and sealed, shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Corporation.

In Witness Whereof, the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 11th day of September, 1991

NATIONAL FIRE INSURANCE COMPANY OF HARTFORD



J. E. Purtell

J. E. Purtell

Vice President

State of Illinois, County of Cook, ss:

On this 11th day of September, 1991, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, the corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey

Linda C. Dempsey

Notary Public

My Commission Expires October 19, 1994

CERTIFICATE

I, George R. Hobaugh, Assistant Secretary of the NATIONAL FIRE INSURANCE COMPANY OF HARTFORD, do hereby certify that the Power of Attorney herein above set forth is still in force, and further certify that the Resolutions of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed by name and affixed the seal of the said Company this 26th day of November, 1991



George R. Hobaugh

George R. Hobaugh

Assistant Secretary

Badger Meter, Inc.

4545 W. Brown Deer Road, P.O. Box 23099
Milwaukee, WI 53223-0099 (414) 355-0400



C E R T I F I C A T E

RESOLVED, that any officer of the Company be and hereby is authorized to sign any bids, offers to sell, contracts of sale and related documents, when such bids, offers to sell, contracts of sale and related documents apply only to the sale of goods in the ordinary course of business, and any usual or customary undertakings attendant thereto;

I certify that the above is a true and correct copy of a resolution adopted by the Board of Directors of Badger Meter, Inc. at a meeting on May 23, 1980, at which a quorum was present. I further certify that this resolution is in full force and effect as of this date.

November 26, 1991
DATE

R. Robert Howard
R. Robert Howard, Secretary

ACCEPTABLE BRANDS: BADGER, SENSUS, NEPTUNE OR AN APPROVED EQUAL.

WATER METERS - W/REMOTE

SIZE	QTY +/-	BRAND NAME <u>BADGER</u>	BRAND NO.	UNIT COST	TOTAL
5/8"	1500	<u>Recordall</u>	<u>M25 Bronze*</u>	<u>36.77</u>	<u>/ 55,155.00</u>
5/8" X 3/4"	4200	<u>Recordall</u>	<u>M25 Bronze*</u>	<u>36.77</u>	<u>/ 154,434.00</u>
3/4"	50	<u>Recordall</u>	<u>M35 Bronze*</u>	<u>55.55</u>	<u>/ 2,777.50</u>
1"	40	<u>Recordall</u>	<u>M70*</u>	<u>82.95</u>	<u>/ 3,318.00</u>
1 1/2" TURBO (W/13" LAY IN SIZE)	20			No Bid	/ No Bid
2" COMPOUND	5	<u>Recordall</u>	<u>Compound*</u>	<u>910.00</u>	<u>/ 4,550.00</u>
2" TURBO	5	<u>Recordall II</u>	<u>Turbo*</u>	<u>288.00</u>	<u>/ 1,440.00</u>

METERS - REGULAR

3/4"	20	<u>Recordall</u>	<u>M35 Bronze</u>	<u>42.75</u>	<u>/ 855.00</u>
1"	60	<u>Recordall</u>	<u>M70 Bronze</u>	<u>66.00</u>	<u>/ 3,960.00</u>

METERS - LARGE

1 1/2" TURBO (W/13" LAY IN SIZE)	50			No Bid	/ No Bid
2" TURBO	50	<u>Recordall II</u>	<u>Turbo</u>	<u>273.00</u>	<u>/ 13,650.00</u>
2" COMPOUND	80	<u>Recordall</u>	<u>Compound</u>	<u>901.00</u>	<u>/ 72,080.00</u>
3" TURBO	15	<u>Recordall II</u>	<u>Turbo</u>	<u>373.00</u>	<u>/ 5,595.00</u>
3" COMPOUND	15	<u>Recordall</u>	<u>Compound</u>	<u>942.00</u>	<u>/ 14,130.00</u>
3" FIRE HYDRANT	10	<u>Recordall II</u>	<u>Turbo FH</u>	<u>415.00</u>	<u>/ 4,150.00</u>
4" TURBO	5	<u>Recordall II</u>	<u>Turbo</u>	<u>542.00</u>	<u>/ 2,710.00</u>
4" COMPOUND	5	<u>Recordall</u>	<u>Compound</u>	<u>1,635.00</u>	<u>/ 8,175.00</u>
4" FIRE LINE	1			No Bid	/ No Bid
6" TURBO W/STRAINER	6	<u>Recordall II</u>	<u>Turbo**</u>	<u>1,680.00</u>	<u>/ 10,080.00</u>
6" TURBO	2	<u>Recordall II</u>	<u>Turbo</u>	<u>1,345.00</u>	<u>/ 2,690.00</u>
6" FIRE LINE	4			No Bid	/ No Bid

TOTAL: \$ 359,749.50

*W/Read-o-Matic, W/25' Wire

**W/Bronze Strainer

Note: Models 25, 35 & 70 provided with cast iron bottom.

BID, OFFER OR PROPOSAL FOR SALE OR LEASE OF MATERIALS

(Defined at I.C. 36-1-2-9.5)
(Please type or print)

Date: November 26, 1991

1. Governmental Unit: City of Fort Wayne, IN

2. County: Allen

3. Bidder (Firm): BADGER METER, INC.
Address: 4545 W. Brown Deer Rd.
City/State: Milwaukee, WI 53223

4. Telephone Number: (414) 355-0400

5. Agent of Bidder (if applicable): _____

Pursuant to notices given, the undersigned offers bid(s) to Fort Wayne, IN (Governmental Unit) in accordance with the following attachment(s) which specify the class or item number or description, quantity, unit, unit price and total amount.

The contract will be awarded by classes or items, in accordance with specifications. Any changes or alterations in the items specified will render such bid void as to that class or item. Bidder promises that he has not offered nor received a less price than the price stated in his bid for the materials included in said bid. Bidder further agrees that he will not withdraw his bid from the office in which it is filed. A certified check or bond shall be filed with each bid if required, and liability for breach shall be enforceable upon the contract, the bond or certified check or both as the case may be.

John W. Smilanich
Signature of Bidder or Agent

John W. Smilanich
Assistant Vice President-Sales

BID OFFER OR PROPOSAL

Attach separate sheet listing each item bid based on specifications published by governing body. Following is an example of the bid format:

Class or Item	Quantity	Unit	Description	Unit Price	Amount

WISCONSIN

NON-COLLUSION AFFIDAVIT

STATE OF ~~INDIANA~~ WISCONSIN SS:
MILWAUKEE COUNTY)

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

BADGER METER, INC.

Bidder (Firm)

John W. Smilanich
Signature of Bidder or Agent
John W. Smilanich, Asst. VP-Sales

Subscribed and sworn to before me this 26th day of November 19 91

My Commission Expires: July 10, 1994

County of Residence: Waukesha

Joan C. Ross
Notary Public

Joan C. Ross

Notary Public Printed Name

ACCEPTANCE

There now being sufficient unbilled appropriated funds available, the contracting authority of _____ (Governmental Unit) hereby accepts the terms of the attached bid for classes or items numbered _____ and promises to pay the undersigned bidder upon delivery the price quoted for the materials stipulated in said bid.

Contracting Authority Name(s): _____

Date: _____

PROPOSAL - CITY OF FORT WAYNE, IN
WATER METER BID - 12/02/91

<u>Qty</u>	<u>Description (BADGER)</u>	<u>Unit Price</u>	<u>Total</u>
	WATER METERS - W/REMOTE		
1,500	5/8" RCDL 25 Bronze, Cast Iron Bottom, Read-o-Matic, W/25' Wire	\$ 36.77	\$ 55,155.00
4,200	5/8" x 3/4" RCDL 25 Bronze, Cast Iron Btm, Read-o-Matic, W/25' Wire	36.77	154,434.00
50	3/4" RCDL 35 Bronze, Cast Iron Bottom, Read-o-Matic, W/25' Wire	55.55	2,777.50
40	1" RCDL 70, Cast Iron Bottom, Read-o-Matic, 25' Wire	82.95	3,318.00
5	2" RCDL Compound, Read-o-Matic, W/25' Wire	910.00	4,550.00
5	2" RCDL II Turbo, Read-o-Matic W/25' Wire	288.00	1,440.00
	METERS - REGULAR		
20	3/4" RCDL 35 Bronze, Cast Iron Bottom	42.75	855.00
60	1" RCDL 70, Cast Iron Bottom	66.00	3,960.00
	METERS - LARGE		
50	2" RCDL II Turbo	273.00	13,650.00
80	2" RCDL Compound	901.00	72,080.00
15	3" RCDL II Turbo	373.00	5,595.00
15	3" RCDL Compound	942.00	14,130.00
10	3" RCDL II FH	415.00	4,150.00
5	4" RCDL II Turbo	542.00	2,710.00
5	4" RCDL Compound	1,635.00	8,175.00
6	6" RCDL II Turbo, Bronze Strainer	1,680.00	10,080.00
2	6" RCDL II Turbo	1,345.00	2,690.00
	TOTAL -		\$359,749.50

Read the first time in full and on motion by Bradbury, seconded by Salerno, and duly adopted, read the second time by title and referred to the Committee on City of State (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Common Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATED: 1-14-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Bradbury, seconded by Salerno, and duly adopted, placed on its passage. ~~LOST~~ PASSED by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	<u>7</u>			<u>2</u>
BRADBURY	<u>✓</u>			
EDMONDS	<u>✓</u>			
GiaQUINTA				<u>✓</u>
HENRY				<u>✓</u>
LONG	<u>✓</u>			
LUNSEY	<u>✓</u>			
RAVINE	<u>✓</u>			
SCHMIDT	<u>✓</u>			
TALARICO	<u>✓</u>			

DATED: 1-28-92

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE RESOLUTION NO. 21-92 on the 28th day of January, 1992

ATTEST:

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Don J. Schmitter
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th day of January, 1992, at the hour of 1:30 o'clock P. M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 3rd day of February, 1992, at the hour of 3:00 o'clock P. M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

BILL NO. S-92-01-20

REPORT OF THE COMMITTEE ON CITY UTILITIES

JANET G. BRADBURY, CHAIRWOMAN
SAMUEL J. TALARICO, VICE CHAIRMAN
LUNSEY, LONG, GIAQUINTA

WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the awarding
of Reference #5036 by the City of Fort Wayne, Indiana, by
and through its Department of Purchasing and SENSUS TECHNOLOGIES,
INC.; SCHLUMBERGER INDUSTRIES: AND BADGER METER for the
Water Maintenance & Service Department

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION
AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID
(ORDINANCE) (~~RESOLUTION~~)

DO PASS

DO NOT PASS

ABSTAIN

NO REC

<i>Janet G. Bradbury</i>			
<i>Samuel J. Talarico</i>			
<i>Phillip Lunsey</i>			
<i>David Long</i>			
<i>Mark C. Giaquinta</i>			

DATED: 1-28-92

Sandra E. Kennedy
City Clerk

DIGEST SHEET

TITLE OF ORDINANCE: Special

DEPARTMENT REQUESTING ORDINANCE: Purchasing

SYNOPSIS OF ORDINANCE: An ordinance approving the award of Ref. No. 5036 for the purchase of water meters for the Water Maintenance & Service Department for 1992. The costs reflect the lowest and most responsive of three (3) vendors.

IF NOT LOWEST, WHO WAS AND WHY WERE THEY NOT AWARDED:

EFFECT OF PASSAGE: Water meters are needed to measure the amount of water used for billing purposes.

IF REPLACEMENT, WHAT NECESSITATES: Water meters need to be changed periodically because of age and/or damage.

EFFECT ON NON-PASSAGE: Cannot repair/replace damaged ones or place new ones. Could not keep accurate accounting of water used per customer.

PRIOR APPROVAL REQUESTED: NO

DATE:

MONIES INVOLVED:	Sensus Tech	\$83106.70+/-
	Schlumberger Ind	\$39860.00+/-
	Badger Meter	\$277614.00+/-

PRICE AGREEMENT: YES PURCHASE ORDER:

ACCOUNT INFORMATION: Water Maint. 513-523-W154-4221

S-92-01-20